

UNIVERSITY OF WASHINGTON –DIGITAL ACCESSIBILITY RIDER

THIS DIGITAL ACCESSIBILITY RIDER BETWEEN CONTRACTOR AND THE UNIVERSITY OF WASHINGTON (“UNIVERSITY”) (collectively the “PARTIES”) IS HEREBY INCORPORATED INTO THE AGREEMENT BETWEEN THE PARTIES AND APPLIES TO CONTRACTOR’S WORKS, AS DEFINED HEREIN AND CONSISTENT WITH CONTRACTOR’S OBLIGATIONS UNDER THE AGREEMENT.

DEFINITIONS:

- a. **ACR** means Accessibility Conformance Report, a standard report used to document a product’s accessibility, built from a VPAT.
- b. **ADA** stands for the American with Disabilities Act of 1990, as amended.
- c. **Agreement** means and encompasses the entire written contract and all attachments thereto, including, but not limited to, the University’s General Terms and Conditions, additional terms and conditions, and any riders incorporated into the contract, as entered by and between the Parties.
- d. **Contractor** means the supplier of goods and/or services under the Agreement.
- e. **Contractor’s Works** includes, but is not limited to, any web content, web and mobile applications, or digital user interface provided as part of Contractor’s provision of goods and services under the Agreement.
- f. **Digital Accessibility Standard** shall be defined by the University’s [Digital Accessibility Technical Standard](https://uwconnect.uw.edu/it?id=kb_article_view&sysparm_article=KB0036639) at https://uwconnect.uw.edu/it?id=kb_article_view&sysparm_article=KB0036639 which currently adopts the Web Content Accessibility Guidelines (WCAG), published by the World Wide Web Consortium (W3C), version 2.2 Level AA.
- g. **VPAT** means the ITI [Voluntary Product Accessibility Template](https://itic.org/policy/accessibility/vpat), available at <https://itic.org/policy/accessibility/vpat>.
- h. **WaTech** stands for Washington Technology Solutions at <https://watech.wa.gov>

RECITALS - THE PARTIES ACKNOWLEDGE, AGREE, AND REPRESENT THAT:

1. University is a public entity and a state of Washington institution of higher education, and in accordance with, *inter alia*, Section 504 of the Rehabilitation Act of 1973, Title II of the ADA, the Amendments Act of 2008, and WaTech Digital Accessibility Policy USER-01, and amendments thereto, is obligated to make its services, programs, and activities accessible to individuals with disabilities.
2. Contractor agrees and understands that University expects Contractor’s Works to provide substantially similar functionality, experience, ease of use, and information access to individuals with disabilities as it provides to individuals without disabilities, in conformance with the laws and regulations cited above, and Contractor represents that Contractor’s Works meet or will meet University’s intents and expectations by the date of contract execution.
3. University is relying on Contractor to implement the terms of the Agreement, and on Contractor’s representations of its compliance with the applicable accessibility standards of Contractor’s Works.

THE PARTIES AGREE AS FOLLOWS:**1. CONTRACTOR OBLIGATIONS:**

Contractor shall exercise all due care, skill, and judgment commensurate with good professional practices, to ensure Contractor’s Works provide people with disabilities the same or substantially similar usability and accessibility available to people without disabilities. Contractor represents and warrants that all of Contractor’s Works provided to the University under the Agreement shall meet or exceed the Digital Accessibility Standard.

Contractor understands that failure to meet the Digital Accessibility Standard shall constitute a material breach under the Agreement.

2. ACCESSIBILITY COMPLIANCE AND MONITORING:

Documentation of Current Accessibility: , Contractor shall provide University with accessibility testing results and/or other written documentation as assurance and verification of the state of accessibility of Contractor's Works prior to the execution of the Agreement. The Parties agree that a current ACR based on the most current version of the VPAT satisfies this requirement. An ACR created by an independent third-party accessibility consultancy is preferred.

Ongoing Compliance: If Contractor's Works are updated or modified during the life of the contract, Contractor shall ensure that their works remain in compliance with the Digital Accessibility Standard. Any issues identified by either Party must be promptly addressed and resolved as specified under Section 3 of this document, "Corrective Actions and Other Remedies".

Testing Records Retention: Contractor shall maintain detailed records of all accessibility audits and testing performed related to Contractor's Works. Contractor shall make these records available to the University upon request.

Right of Independent Assessment: University may, at its sole discretion, conduct an independent assessment of the accessibility of Contractor's Works, and if University determines that Contractor's Works do not meet the Digital Accessibility Technical Standard, University may exercise its rights as stated in Section 3 of this document, "Corrective Actions and Other Remedies".

3. CORRECTIVE ACTIONS AND OTHER REMEDIES:

Material Breach: Due to University's legal obligations to make its services, programs, and activities accessible to individuals with disabilities, and as University is hereby relying on Contractor to provide Contractor's Works that comply with said legal obligations, the Parties acknowledge and agree that if at any time during the performance of the Agreement, University determines any portion of Contractor's Works are nonconformant with the Digital Accessibility Standard, such nonconformance shall constitute a material breach of the Agreement. In the event of a material breach, the University may, in its sole discretion, terminate the Agreement.

Discretionary Opportunity to Cure: If at any time during the performance of the Agreement, University determines that any portions of Contractor's Works are deemed nonconformant with the Digital Accessibility Standard, University may, at its sole discretion, elect to provide Contractor notice and opportunity to cure such nonconformance. Under such circumstances, Contractor shall, at a minimum, do the following, as situationally appropriate and agreed to by the Parties:

- a. Respond with written acknowledgement of notice within three (3) business days;
- b. Develop a plan to bring Contractor's Works into compliance with the Digital Accessibility Standard, including a clearly defined timeline, and provide plan details to University for review and approval within ten (10) business days; and
- c. Undertake any necessary corrective action within the approved timeline as defined in Contractor's plan.

Regardless of any opportunity for Contractor to cure, University retains its right to terminate the Agreement, in whole or in part, for a material breach.

4. INDEMNIFICATION:

To the fullest extent permitted by law, Contractor agrees to defend, indemnify, and hold the University harmless from and against all claims, complaints, actions, costs, fines, and other liabilities arising from or connected to the accessibility of Contractor's Works that are the subject of the Agreement and this Digital Accessibility Rider.

5. UPDATES TO DIGITAL ACCESSIBILITY STANDARD:

The Parties acknowledge that this Digital Accessibility Rider incorporates the University's Digital Accessibility Standard. The University may update or modify the Digital Accessibility Standard from time to time to the extent necessary to comply with applicable laws, regulations, or governmental requirements.

If an update to the Digital Accessibility Standard materially affects Contractor's obligations under this Digital Accessibility Rider or the Agreement, the Parties shall negotiate in good faith to determine any necessary adjustments to the Agreement, consistent with the process used for other material changes. Until such adjustments are mutually agreed upon, Contractor shall continue to comply with the version of the University's Digital Accessibility Standard that was in effect immediately prior to the update, unless compliance with the updated standard is required by law.